

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

PART I - THE SCHEDULE

SECTION B – SCHEDULE OF PRICES

B.1 SUPPLIES/SERVICES

The contractor shall furnish all necessary qualified personnel, facilities, materials, supplies, equipment, and services to accomplish, in conjunction with the Government and its Contracting Officer's Technical Representative (COTR), shall provide a full range of automotive engineering services to the Office of Crashworthiness Standards on an ongoing and as needed basis. These services shall include research, planning, development, and evaluation for complex automotive engineering issues and the extrapolation of new automotive safety technology to predict its impact on NCAP and automotive safety in general. These services shall allow for partial on-site work at the DOT Headquarters if it is necessary to work on a special study using NHTSA Confidential documents located on-site. The Contractor shall furnish all the necessary qualified personnel, facilities, materials, supplies, equipment, and services, which are necessary to perform the requirements, set forth in the SOW.

B.2 CONTRACT PRICE

- a. The Price Schedules shown in B.3 for services shall apply for payment purposes; Prices for the two base periods and one option periods are in effect for **Thirty Sixt (36) Months** following the effective date of the contract.
- b. The total not-to-exceed contract amount is \$ **TBD**.
- c. The contract period of performance is from Date of Award through August 31, 2013.

B.3 PRICE SCHEDULE**B.3.1 CONTRACT BASE YEAR ONE**

The period of performance shall be 12 months from the effective date of the contract.

Summary of Proposed Labor Costs

CATEGORY	HOURS	UNBURDENED RATE	LABOR COST
Total Direct Labor			

CATEGORY	RATE		TOTAL COST
Direct Labor			
Fringe Benefits Rate			
Overhead Rate			
Offeror-Estimated ODC			
ODC Burden			
Subtotal			
G&A			
Total Costs and COM			
Fixed Fee (Profit)			
Total Proposed Cost and Fixed Fee			
Vehicle Purchase Price			\$TBD
Shipping			\$TBD
Cost of Money			\$TBD
The fee for purchase of NCAP or OVSC vehicles to NHTSA is \$ ____ plus vehicle purchase price, shipping charges (if any), and cost of money (if financed)			\$

B.3.2 CONTRACT BASE YEAR TWO

The period of performance shall be 12 months from the effective date of the contract.

Summary of Proposed Labor Costs

CATEGORY	HOURS	UNBURDENED RATE	LABOR COST
Total Direct Labor			

CATEGORY	RATE		TOTAL COST
Direct Labor			
Fringe Benefits Rate			
Overhead Rate			
Offeror-Estimated ODC			
ODC Burden			
Subtotal			
G&A			
Total Costs and COM			
Fixed Fee (Profit)			
Total Proposed Cost and Fixed Fee			
Vehicle Purchase Price			\$TBD
Shipping			\$TBD
Cost of Money			\$TBD
The fee for purchase of NCAP or OVSC vehicles to NHTSA is \$ ____ plus vehicle purchase price, shipping charges (if any), and cost of money (if financed)			\$

B.3.3 CONTRACT OPTION YEAR ONE

The period of performance shall be 24 months from the effective date of the contract.

Summary of Proposed Labor Costs

CATEGORY	HOURS	UNBURDENED RATE	LABOR COST
Total Direct Labor			

CATEGORY	RATE		TOTAL COST
Direct Labor			
Fringe Benefits Rate			
Overhead Rate			
Offeror-Estimated ODC			
ODC Burden			
Subtotal			
G&A			
Total Costs and COM			
Fixed Fee (Profit)			
Total Proposed Cost and Fixed Fee			
Vehicle Purchase Price			\$TBD
Shipping			\$TBD
Cost of Money			\$TBD
The fee for purchase of NCAP or OVSC vehicles to NHTSA is \$ _____ plus vehicle purchase price, shipping charges (if any), and cost of money (if financed)			

B.3.4 CONTRACT OPTION YEAR TWO

The period of performance shall be 36 months from the effective date of the contract.

Summary of Proposed Labor Costs

CATEGORY	HOURS	UNBURDENED RATE	LABOR COST
Total Direct Labor			

CATEGORY	RATE		TOTAL COST
Direct Labor			
Fringe Benefits Rate			
Overhead Rate			
Offeror-Estimated ODC			
ODC Burden			
Subtotal			
G&A			
Total Costs and COM			
Fixed Fee (Profit)			
Total Proposed Cost and Fixed Fee			
Vehicle Purchase Price			
Shipping			
Cost of Money of Purchase Price			
The fee for purchase of NCAP or OVSC vehicles to NHTSA is \$ _____ plus vehicle purchase price, shipping charges (if any), and cost of money (if financed)			

B.3.4 CONTRACT OPTION YEAR THREE

The period of performance shall be 48 months from the effective date of the contract.

Summary of Proposed Labor Costs

CATEGORY	HOURS	UNBURDENED RATE	LABOR COST
Total Direct Labor			

CATEGORY	RATE		TOTAL COST
Direct Labor			
Fringe Benefits Rate			
Overhead Rate			
Offeror-Estimated ODC			
ODC Burden			
Subtotal			
G&A			
Total Costs and COM			
Fixed Fee (Profit)			
Total Proposed Cost and Fixed Fee			
Vehicle Purchase Price			
Shipping			
Cost of Money of Purchase Price			
The fee for purchase of NCAP or OVSC vehicles to NHTSA is \$_____ plus vehicle purchase price, shipping charges (if any), and cost of money (if financed)			

B.4 POSITION DESCRIPTION/LABOR CATEGORY: The following two positions would be required for purchasing vehicles. Rate for each category are necessary. A contractor must provide rates for each labor category for four (4) years.

- a. **Program Manager:** Responsible for the overall planning, preparation, and execution of Task Orders awarded. Thorough understanding of vehicle testing, FMVSS requirements and NCAP and OVSC compliance testing are required. The Program Manager shall have a through understanding of the interrelationship between engineering and automotive safety.
- b. **Vehicle Research Assistant:** Responsible for purchasing vehicles for frontal and side NCAP and OVSC compliance testing. The work requires that the individual have some understanding of the vehicle testing, FMVSS requirement, and NCAP and OVSC compliance testing as applied to automotive safety.

B.5 PRICE SCHEDULE VEHICLES

A. Guaranteed Minimum Order: In consideration for award of this Indefinite Delivery, Indefinite Quantity (IDIQ) type contract, the government guarantees to the contractor a minimum order of \$TBD. This amount corresponds to the total vehicle purchase price (*Shipment and delivery costs, Storage costs, Vehicle purchasing services, and Vehicle sales price*) as depicted in the Price Schedule E listed below.

B. Contract Ceiling Amount: The total dollar amount of all delivery orders issued under this IDIQ contract shall not exceed \$TBD. However, this ceiling amount may be increased through execution of a bi-lateral modification.

C. Level of Authorization To Incur Costs: The Contractor is not authorized, and is proceeding at its own risk, to incur costs on any individual delivery order that would exceed the funds actually obligated for such individual delivery orders.

D. SPECIAL FUNDS “DRAW DOWN” PROVISION FOR DELIVERY ORDER 0001 AWARDED UNDER THE UMBRELLA CONTRACT, CEILING PRICE, AND ALLOTTMENT OF FUNDS

- a. *Special “Funds Draw Down” Provision for Delivery Order 0001 Under the Umbrella Contract.* Under this contract in that the funds for Delivery Order 0001 are obligated

under the Umbrella Contract rather than under each individual delivery order. Accordingly, upon award of this fully funded Delivery Order, the funding shall be “drawn down” from the contract award amount. At the time that Delivery Order 0001 is awarded and additional funds are added, such funds shall be added to the umbrella contract, and the funds “drawn down” accordingly. This special “funds draw down” provision applies only to Delivery Order 0001. Funding for all other delivery orders issued under this contract shall be provided for under the individual delivery orders.

- b. Allotment of Funds.** *For purposes of the “Limitation of Costs” clause of this contract, this clause applies only to Delivery Order 0001 since, upon execution of the contract modification that definitizes the umbrella contract, said modification shall be fully funded. This means that the total funds that are currently available for payment by the Government and allotted to this contract are \$TBD. For further provisions on full funding, see the Limitation of Costs clause in Section VII Contract Administration, Paragraph C of the Schedule.*

For purposes of the “Limitation of Funds” clause of this contract, this clause shall apply to any delivery order, other than Delivery Order 0001, that is incrementally funded. If such incremental funding occurs, the Delivery order will so specify the total funds that are currently available for payment by the Government and allotted to the contract and the period of performance that such incremental funds will cover. For further provisions on incremental funding, see the Limitation of Funds clause in Section VII Contract Administration, Paragraph D of the Schedule.

E. Vehicle Prices:

Vehicle Prices appearing in the following price schedule are based upon prices quoted at time of contract proposal submission. Actual fixed prices for the listed CLINs will be identified in each awarded Delivery Order. If a conflict exists between this contract and a delivery order awarded under this contract, the delivery order shall take precedence.

(Unless Noted Otherwise, all vehicles are Model Year 2009 vehicles)

CLIN	Make	Model	Body	Total Vehicle Price
0001	Acura	MDX	4dr SUV	
0002	Acura	RDX	4dr SUV	
0003	Audi	Q7	4dr SUV	

0004	Buick	Lacrosse	4dr	
0005	Chevrolet	Avalanche C1500/K1500	4dr SUV	
0006	Chevrolet	Aveo	4dr	
0007	Chevrolet	Equinox	4dr SUV	
0008	Chevrolet	Silverado C1000/K1000	4dr PU	
0009	Chevrolet	Silverado C1000/K1000	PU	
0010	Chevrolet	Suburban C1500/K1500	4dr SUV	
0011	Chevrolet	Tahoe C1500/K1500	4dr SUV	
0012	Chrysler	Sebring	4dr	
0013	Dodge	Caliber	4dr	
0014	Dodge	Nitro	4dr SUV	
0015	Ford	Econoline E150	Van	
0016	Ford	Edge	4dr SUV	
0017	Ford	Explorer Sport Track	4dr SUV	
0018	Ford	Five Hundred	4dr	
0019	Ford	Freestyle	4dr SUV	
0020	Ford	Ranger Regular Cab	PU	
0021	Honda	CR-V	4dr SUV	
0022	Honda	Element	4dr SUV	

0023	Honda	Fit	4dr	
0024	Hyundai	Elantra	4dr	
0025	Hyundai	Santa Fe	4dr SUV	
0026	Infiniti	FX35	4dr SUV	
0027	Jeep	Compass	4dr SUV	
0028	Jeep	Grand Cherokee	4dr SUV	
0029	Jeep	Patriot	4dr SUV	
0030	Jeep	Wrangler Unlimited	4dr SUV	
0031	Kia	Optima	4dr	
0032	Kia	Rio	4dr	
0033	Kia	Rondo	Van	
0034	Kia	Sorento	4dr SUV	
0035	Kia	Spectra	4dr	
0036	Kia	Sportage	4dr SUV	
0037	Lexus	ES350	4dr	
0038	Mazda	6	4dr	
0039	Mazda	CX-7	4dr SUV	
0040	Nissan	Altima	4dr	
0041	Nissan	Sentra	4dr	

0042	Nissan	Versa	4dr	
0043	Pontiac	Solstice	Convertible	
0044	Saturn	Aura	4dr	
0045	Saturn	Outlook	4dr SUV	
0046	Subaru	Legacy	4dr	
0047	Subaru	Outback	4dr	
0048	Suzuki	Forenza	4dr	
0049	Suzuki	XL7	4dr SUV	
0050	Toyota	Camry	4dr	
0051	Toyota	FJ Cruiser	4dr SUV	
0052	Toyota	Highlander	4dr SUV	
0053	Toyota	Prius	4dr	
0054	Toyota	RAV4	4dr SUV	
0055	Toyota	Tundra	PU	
0056	Toyota	Tundra	PU Excab	
0057	Toyota	Yaris	4dr	
0058	Volkswagen	Touareg	4dr SUV	

Co = Carry-over results from previous model year testing

Yes = NCAP Test will be conducted

N/A = Vehicle exceeds weight limit for NCAP testing

Solicitation No. DTHN22-08-R-00097

PR No. NVS-08-04220

4dr = four door

2dr = two door

SUV = Sport Utility Vehicle

PU = Pickup Truck

Excab = Extended Cab

SECTION C - DESCRIPTION, SPECIFICATION, WORK STATEMENT

The contractors shall furnish all necessary qualified personnel, facilities, materials, supplies, equipment, and services to accomplish, in conjunction with the government and its Contracting Officer's Technical Representative (COTR), the work described below.

C.1 Background

C1.1 NCAP

New Car Assessment Program (NCAP) provides national leadership in planning, developing and initiating new and innovative consumer information programs that are based upon laboratory or full-scale crash tests. These programs generate market forces, which encourage the production of improved passenger motor vehicles and/or occupant protection systems.

The ultimate goals of NCAP are to (1) give consumers a measure of the relative safety potential of automobiles and (2) improve occupant safety by providing market incentives for vehicle manufacturers to voluntarily design their vehicles to better protect occupants in a crash and be less susceptible to rollover, rather than by regulatory directives.

NCAP was initiated in 1978 with the primary purpose of providing consumers with a measure of the relative safety potential of vehicles in frontal crashes. Side crash test results were added to the program beginning with model year 1997 vehicles.

One of the provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) requires new passenger vehicles to be labeled with safety rating information published by the National Highway Traffic Safety Administration's New Car Assessment Program. NCAP needs to provide consumers safety information as early as possible by means of putting information on the label required by the Automobile Information Disclosure Act (the "Monroney label" or price sticker). Ratings must be placed on new vehicles manufactured within 30 days of NHTSA notification.

Timely testing of the vehicles upon their production is essential to success of the program as intended by Congress. Since new model year production coincides with the end of the fiscal year, it is imperative that procurement and testing of new vehicles not be interrupted. As such, NCAP needs to establish a contract in which qualified contractors would locate and purchase vehicles for NCAP for delivery to the test laboratories. Implementing this contract will substantially expedite the process in providing safety rating to consumers.

C1.2 OVSC

As part of its mission to reduce fatalities and injuries caused by motor vehicle crashes, the National Highway Traffic Safety Administration promulgates Federal Motor Vehicle Safety Standards (FMVSS). Manufacturers of motor vehicles and items of motor vehicle equipment are required to certify that each product they sell in the United States meets the performance requirements of the safety standards. The work described in this procurement will enable the Office of Vehicle Safety Compliance (OVSC) to meet its mission of assuring that motor vehicles meet the requirements of the safety standards.

Timely testing of the vehicles upon their production is essential to success of the compliance testing program. Since new model year production coincides with the end of the fiscal year, it is imperative that procurement and testing of new vehicles not be interrupted. As such, OVSC needs to establish a contract in which qualified contractors would locate and purchase vehicles for OVSC for delivery to the test laboratories. Completion of the test program as early as possible in the model year is essential to ensure that vehicles are available for additional testing in the event of a test failure or invalid test. Implementing this contract will substantially expedite the process in conducting a timely compliance testing program.

C.2 Task Description

C2.1 NCAP

This time-material contract is to provide a service for locating, purchasing and delivering new vehicles to NCAP crash testing laboratories listed below. The cost of the vehicles are not included in bids for this contract, as the vehicle purchase cost is reimbursed by individual delivery orders upon submittal of procurement documentation. All other costs associated with the vehicle procurements, such as labor and vehicle financing burden fees associated with borrowing vehicle purchasing funds until reimbursement by NHTSA, are to be included in this contract bid.

NHTSA will provide the list of vehicles, including information such as vehicle specification, test date, delivery time and date, and deliverable requirement. A list of vehicles used in model year 2007 NCAP is provided as a sample in Table 1. This is time sensitivity task where prompt and accurate service is mandatory. The detail of vehicle purchasing process is provided in the vehicle purchasing procedure.

C2.2 OVSC

This time-material contract is to provide a service for locating, purchasing and delivering new vehicles to OVSC crash testing laboratories listed below. The cost of the vehicles are not included in bids for this contract, as the vehicle purchase cost is reimbursed by individual delivery orders upon submittal of procurement documentation. All other costs associated with the vehicle procurements, such as labor and vehicle financing burden fees associated with borrowing vehicle purchasing funds until reimbursement by NHTSA, are to be included in this contract bid.

OVSC will provide the list of vehicles, including information such as vehicle specification, “deliver by” date, and delivery location. A list of vehicles used in model year 2008 compliance test program is provided as a sample in Table XX. This is time sensitive task where adherence to stated delivery deadlines is mandatory. The detail of the OVSC vehicle purchasing process is provided in the OVSC vehicle purchasing procedure.

C.3 DEFINITIONS

As used in this contract, the following acronyms and definitions apply (Refer to “Body” and “Type” columns of the Price Schedule for the following acronyms:

2	Two door
4	Four door
4WD	Four Wheel Drive
5HB	Five door hatch back
C	Convertible
MPV	Multi-purpose vehicle
PC	Pick up and extended cab
SUV	Sport Utility Vehicle
SW	Station Wagon

Day: Unless specified otherwise, the term “day” refers to a calendar day.

Total Vehicle Price is the total price to acquire and deliver a vehicle to the designated testing laboratory two weeks prior to the designated test date. The *Total Vehicle Price* shall be fixed, but certain components of those fixed prices are subject to economic price adjustments as follows:

- ***Shipment and delivery costs:*** Costs incurred by the contractor in transporting and delivering the vehicle to the designated testing facility. These costs will be fixed at time of Delivery Order award.
- ***Storage costs:*** The contractor may have to arrange for storage of a vehicle prior to that vehicle's delivery at the testing facility (delivery must occur 2 weeks prior to the designated test.) These potential storage costs are fixed at **\$0** per vehicle for the duration of the contract. However, if the COTR specifically ask for additional storage in support of NCAP and OVSC, the contractor shall provide a service to hold the vehicle for additional specified duration of time. This additional incur cost will be reimbursed based on pre-approved storage fee by the COTR.
- ***Vehicle purchasing services:*** The administrative costs incurred in acquiring and delivering the vehicle to the designated laboratory. This would include the cost for labor, overhead, G&A, and profit. The Vehicle Purchasing Services costs are fixed at **\$TBD** per vehicle for the duration of the contract.
- ***Vehicle sales price:*** The vehicle sales price represents the price the contractor paid for the vehicle as well as all applicable tax and title costs. The vehicle sales price will be fixed at time of Delivery Order award. In addition, the vehicle sales price may be effected by changes to vehicle specification requirements as may be identified by NHTSA. If price adjustments are necessary, a modification to the contract will be executed in order to reflect the effect of those adjustments on the CLIN price.

Week: The contractor shall report any state sales tax that is required to pay. The Federal Government is generally exempt for these taxes. Unless specified otherwise, the term "week" means calendar week.

C.4 REQUIRED EQUIPMENT

C.4.1 NCAP

- A. The following is a list of **required** standard safety equipment with which all vehicles must come equipped. The "Total Vehicle Price," as shown in the Price Schedule, must include this equipment.

- Advanced air bag equipped
- Pretensioner
- Energy management system
- Side curtain
- Side head/torso combination

- Adjustable anchorage
- FMVSS 225 certified rear seat/ LATCH equipped
- Side air bag for chest protection
- Automatic Door Locks (ADLS)
- Belt reminders
- Side air bag for head protection
- Advanced air bag systems
- Auto Door locks

The following is a list of safety equipment **which may, on a vehicle by vehicle basis, be required**. NHTSA will notify the contractor in the event any of the following equipment are required:

- 4-wheel ABS
- Electronic Stability Control
- Transaction control
- Tire pressure Monitor
- Auto-Dimming Rearview Mirror
- Daytime Running lights
- Automatic crash notification

C.4.1 OVSC

B. The following is a list of **required** standard safety equipment with which all vehicles must come equipped. The “Total Vehicle Price,” as shown in the Price Schedule, must include this equipment.

- Advanced air bag equipped
- FMVSS 225 certified rear seat/ LATCH equipped
- Belt reminders
- Advanced air bag systems
- Auto Door locks
- Tire pressure Monitor

The following is a list of safety equipment **which may, on a vehicle by vehicle basis, be required**. NHTSA will notify the contractor in the event any of the following equipment are required:

- 4-wheel ABS
- Pretensioner
- Energy management system

- Side curtain
- Side head/torso combination
- Adjustable anchorage
- FMVSS 225 certified rear seat/ LATCH equipped
- Side air bag for chest protection
- Automatic Door Locks (ADLS)
- Auto Door locks
- Electronic Stability Control
- Traction control
- Auto-Dimming Rearview Mirror
- Daytime Running lights
- Automatic crash notification

C.5 SPECIFIC REQUIREMENTS

Vehicle purchases must meet the specific requirements listed below:

- Vehicles must meet the specifications, and any modifications made by NHTSA to those specifications, listed in the Price Schedule and awarded Delivery Orders. If a conflict exists between the specifications listed in the Price Schedule and those listed in a Delivery Order, then the Delivery Order specifications shall take precedence. Any deviations from those specifications must be requested in writing to the COTR and Contracting Officer and must receive the COTR's written concurrence prior to vehicle purchase. The contractor shall be subject to replacement costs for any vehicle that is delivered to the test laboratory that fails to meet the specific requirements listed in the Price Schedule or Delivery Order.
- All vehicles shall meet the following specifications:
 - a. The vehicle must indicate less than 200 miles on the odometer at the delivery location.
 - b. The delivered vehicle shall be fully prepared for normal retail delivery, and include:
 - i. The owner's manual
 - ii. A full tank of fuel
 - iii. At least 2 sets of keys
 - iv. Floor mats if they are standard equipment for the vehicle.
 - c. The vehicle must be free of existing damage and repaired damage.
- Vehicles shall not have been driven more than 200 miles (as evidenced by the vehicle's odometer) before delivery to a testing facility.

- Vehicles shall have a full tank of gas upon delivery to the testing laboratory.
- The Vehicle Sales Price (i.e. final negotiated price of the vehicle) shall not exceed the manufacturer's suggested retail price (MSRP).
- Vehicle purchases shall be conducted in accordance with the procedures specified in this contract.
- Title to vehicles must be free of any lien and must cite the following as the vehicle owner:

NCAP vehicles:

- U.S. Department of Transportation, National Highway Traffic Safety Administration, NVS-111, 1200 New Jersey Avenue, SE, Washington DC 20590.

OVSC Vehicles:

USDOT NHTSA
Office of Vehicle Safety Compliance
NVS-221 Room W45-231
1200 New Jersey Avenue SE
Washington, DC 20590

C.6 Locations of vehicle crash testing laboratories

C6.1 NCAP

MGA	5000 Warren Rd Burlington, WI 53105
Karco	9270 Holly Rd Adelanto, CA 92301
Calspan	PO Box 400 Buffalo NY 14225
Transportation Research Center Inc	10820 State Route 347 East Liberty, OH 43319
Medical College Wisconsin	5000 West National Avenue Milwaukee, WI

C6.2 OVSC

MGA Burlington	5000 Warren Rd Burlington, WI 53105
MGA Troy	446 Executive Drive • Troy, Michigan 48083

Karco	9270 Holly Rd Adelanto, CA 92301
Calspan	4455 Genesee Ave Buffalo NY 14225
Transportation Research Center Inc	10820 State Route 347 East Liberty, OH 43319
GTL	1623 Leedstown Rd Colonial Beach, VA 22443
STF	San Angelo, Texas

C.7 Important Consideration for the Request for Proposal in Vehicles Purchasing contract

Each offeror who plan to submit a proposal for this service must understand the following considerations and must show capability in order to qualify for the competitive bidding.

- Must demonstrate knowledge and understanding of NCAP frontal, side and child seat testing. Also, all potential contractors must be experienced in government procurement and the Government Furnished Equipment disposal process.
- Must demonstrate capability (relevant experience and financial) to purchase 70 -100 vehicles in three months. The contractor is often required to buy up to 40 vehicles per month before the invoices are paid. They must also demonstrate their ability to purchase vehicles accurately and timely.
- Must demonstrate their capability to purchase vehicles in a timely manner by submitting a vehicle purchasing procedure. NCAP's vehicle purchasing procedure is provided as a reference.

SECTION D - PACKAGING AND MARKING

D.1 GENERAL INSTRUCTIONS

Preservation, packaging, and packing of all shipments or mailing of all work delivered under this contract shall be done in accordance with good commercial practices and to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

All deliverables under the resultant Contract shall be sent to the “Place of Delivery”, as specified in Section F, Deliveries or Performance.

NOTE: In an effort to protect employees working at Federal Government Facilities, the Department of Transportation (DOT)/ National Highway Traffic Safety Administration (NHTSA) is currently screening/ testing all incoming mail for harmful and potentially fatal substances. Due to the screening/ testing procedures at the DOT/ NHTSA, incoming mail may be delayed in reaching its intended recipient. The Contractor is solely responsible for ensuring that all deliverables under the resultant Contract reach their intended recipients at DOT/ NHTSA – *on time* – in accordance with Section F, Deliveries or Performance.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.arnet.gov/far>

NOTE: Clauses incorporated by reference are indicated by an “X”

X 52.246-6 Inspection of Services – Fix Price (AUG 1996)

X 52.246-16 Responsibilities for Supplies (APR 1994)

E.2 INSPECTION AND/OR ACCEPTANCE

The Contracting Officer's Technical Representative as designated in this contract shall be responsible for performing the inspection of all services rendered under this contract and for recommending acceptance of replacement/correction of services or materials that fail to meet the contract requirements to the Contracting Officer.

The COTR shall also be responsible to the Contracting Officer for recommending acceptance or replacement/correction of nonconforming supplies or services that fail to meet the contract requirements.

Rejection of a final report will delay final payment of costs due under the contract. The most common causes for rejecting final reports are:

- a. Incomplete description of the work objective and its relationship to other work performed in the area.
- b. Inadequate description of methodology.

- c. Insufficient or inconsistent technical information to support the findings or conclusions.
- d. Poorly conceived graphs, charts and displays.
- e. Incorrect spelling and grammar.

SECTION F - DELIVERIES OR PERFORMANCES**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

NOTE: Clauses incorporated by reference are indicated by an “X”

X 52.242-15 Stop-Work Order (AUG 1989)

X 52.242-35 F.O.B. Destination within Consignee's Premises (APR 1984)

F.2 PERIOD OF PERFORMANCE**Base Period**

All work required hereunder, including preparation, submission, review of any and all reports, shall be completed within the Base Period of Twenty-Four (24) months after the effective date of the contract.

Option Period

The Government reserves the right to exercise options to extend the term of the Contract, on a Thirty-six (36) month basis for up to one (1) renewable option period, subject to the provisions of Section H.1, **OPTION TO EXTEND THE TERM OF THE CONTRACT**. The total possible period of performance (to include option period) is Thirty-six (36) months.

Period of Performance: Task orders

- a. Task Orders may be placed under the resultant contract from the effective date of the Contract through the Contract's scheduled expiration date. However, the performance period of such individual Task Orders may extend beyond the contract's expiration date and shall have

precedence, except that the performance of the individual Task Order shall not exceed the contract's expiration date (expiration date of the base period or expiration date of the exercised option period) by more than three (3) months. All terms and conditions of the contract shall be in effect until such time as all Task Orders have been completed.

- b. If the Government **does not exercise** the option to extend the terms of the contract, and the performance period of an executed Task Order extends past the expiration date of the contract, the Government will reimburse the Contractor at the rates specified in the executed Task Order.
- c. If the Government **does exercise** the option to extend the term of the resultant contract, during which work will be performed under a Task Order executed during the previous term, the Contractor may submit a proposal/request to modify such a Task Order to accommodate the labor rates in effect during the extended contract term. The Contractor shall submit such a proposal/request so that it is received by the Contracting Officer no more than thirty (30) calendar days after the option to extend the term has been exercised; any such proposal/request must identify the hours expended during the previous term, and the projected hours to complete the Task Order during the extended term. The Contracting Officer will assess the proposal/request and, as appropriate, modify the Task Order to allow for billing at the applicable rates and provide for any necessary funding adjustments.

F.3 **DELIVERABLES/MILESTONES**

a. Delivery Schedule

The following items shall be delivered in accordance with the following schedule:

<u>Item No.</u>	<u>Deliverables/Milestone</u>	<u>Due Date After Award</u>	<u>No. Of Copies</u>
1.	Electronic copy of Bidform and Purchase Status Report	Weekly	2
2.	Electronic copy of all Carbuy folders whose purchasing process is complete.	Weekly	2

b. Place of Delivery/Number of Copies

All deliverable items shall be furnished to the following addresses in the number of copies specified above:

<u>Item No.</u>	<u>Address</u>	<u>No. Of Copies</u>
1-2	DOT/National Highway Traffic Safety Admin. ATTN: TBA after award, <u>COTR</u> , 1200 New Jersey Avenue SE Washington, DC 20590	2

<u>Item No.</u>	<u>Address</u>	<u>No. Of Copies</u>
1&2	DOT/National Highway Traffic Safety Admin Office of Acquisitions, NPO 320. ATTN: Larry Gooding, Contract Specialist 1200 New Jersey Avenue SE Room W51-123 Washington, DC 20590 Larry.gooding@dot.gov	1

F.4 **REPORTS**1. Weekly Reports

The Contractor shall furnish (1) electronic copy of the bidform and purchasing status report to the Contracting Officer's Technical Representative (COTR) and one (1) hard copy of both the bidform and purchasing status report to the Contracting Officer once a vehicle has been selected.

A copy of the bidform **must** be submitted to the COTR as soon as a vehicle has been selected. In addition, an electronic copy of the purchasing status report of all vehicles to be purchase each month **must** be submitted to the COTR each week.

The bidform shall include but not be limited to the following:

- (a) All dealers contacted (including dealer's contact information).
- (b) Quotes received from those dealers.
- (c) The VIN of the vehicle selected
- (d) Purchasing status report of all vehicles to be purchased that month.

An electronic copy of the Carbuy folder for all completed purchases **must** be submitted to the COTR every week.

The Carbuy folder shall include all the following:

- (a) Invoice from dealer to Contractor
- (b) Manufacturer's invoice
- (c) MSO or title
- (d) Odometer statement
- (e) A Bidform

G.1 SUBMISSION OF INVOICES

a. Designated Billing Office

The contractor shall submit one (1) original copy to the following address:

DOT/National Highway Traffic Safety Administration
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-150
P.O. Box 268911
Oklahoma City, OK 73126

G.2 REQUIRED INVOICE INFORMATION

a. In order to be considered a “proper invoice,” the following information must be included:

- 1) Name and address of the contractor.
- 2) Invoice date and invoice number. The contractor should date invoices as close as possible to the date of the mailing or transmission.
- 3) Timeframe covered by the invoice.
- 4) NHTSA Contract number.
- 5) NHTSA Contracting Officer’s Name.
- 6) NHTSA Contracting Officer’s Technical Representative’s name.
- 7) Itemization of costs to include:
 - Contract Line Item Number (CLIN);
 - Number of hours worked for each Labor Category billed;
 - Associated Labor Rate for each Labor Category billed;
 - Total reimbursement requested for that specific invoice;

- Cumulative Total of reimbursements to date.
- Labor charges are to be substantiated by individual daily job time cards or a record of time worked showing personnel used, hours worked, and amounts charged, with such records to be retained by the contractor and made available for the Government's inspection on an "as-required" basis.
- Net price after discount for each item ordered.

11. Name and address of contractor official to whom questions regarding payment should be referred.

12. The contractor shall certify that the hours worked and individuals being charged to the Government are correct, and that the dollar amounts invoiced were incurred for the work billed.

b. If the invoice does not comply with these requirements, the invoice will be returned as an improper invoice within seven (7) calendar days after receipt.

G.3 PAYMENT

- a. Payments under this Delivery Order will be made in accordance with the clause of this Delivery Order entitled "Payments under Fixed Priced Contracts."
- b. The Contractor will be reimbursed for fixed hourly labor incurred in the performance hereof as are allowable under the provisions of Subpart 31.2 of the Federal Acquisition Regulations up to the maximum hours per individual as set forth in Section B, upon submission of monthly invoices to be approved by the Contracting Officer.
- c. Direct Labor hour rates shall include wages, merit increases and Cost of Living Assessment (if applicable), Fringe Benefits, Overhead, G&A and fee.
- d. Amounts invoiced shall be computed by multiplying the appropriate hourly rates set forth in Section B, by the number of direct labor hours performed. Fractional parts of an hour are payable on prorated basis.
- e. Audit:

At any time before final payment under this Delivery Order, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction for any amount, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and

shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the “completion invoice” and substantiating material, and upon compliance by the Contractor with all terms of this Delivery Order, the Government shall promptly pay any balance due to the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completing of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

G.4 PAYMENT DUE DATE

a. Payments under this Delivery Order will be due on the 30th calendar day after:

- (1) The date of actual receipt of proper invoice in the office designated to receive the invoice, or
- (2) The date the supplies and/or services are accepted by the Government.

b. The date of the check issued or the date of payment by Electronic Funds Transfer shall be considered to be date payment is made.

G.5 INTEREST ON OVERDUE PAYMENTS

Invoice payments shall be assessed an interest penalty for payment delays in accordance with the provisions of FAR 52.232-25 Prompt Payment (OCT 2003).

a. Contract financing payments shall not be assessed an interest penalty for payment delays.

G.6 PROMPT PAYMENT

For the purpose of this Delivery Order, payment made against invoices received shall be considered contract financing payments and, and such, shall not be assessed and interest penalty for payment delays. However, the **final invoice** submitted shall be subject to the Prompt Payment clause 52.232-25 of this contract.

G.7 LIMITATIONS OF FUNDS

- a. The amount presently available for payment by the Government under this Delivery Order will appear under the heading “Funding Allotment” as “Funds Currently Available”. The period of performance covered by the “Funds Currently Available” will appear next to the heading “Funded Period of Performance.” The Contractor agrees to perform, or have performed, work on this Delivery Order up to the point at which the total amount paid and payable by the Government, but does not exceed, the total amount actually allotted by the Government to the Delivery Order.
- b. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the Delivery Order in the next 60 days, when added to all costs previously incurred, will exceed 75% of the total amount so far allotted to the Delivery Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified on the Delivery Order as “Funded Period of Performance.”
 1. Sixty days before the end of the period specified on the Delivery Order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Delivery Order and when the funds will be required.
 2. If, after notification, additional funds are not allotted by the end of the funded period specified on the Delivery Order or another agreed-upon date, upon the Contractor’s written request, the Contracting Officer will terminate the Contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the Delivery Order on that later date.
 3. Except as required by other provisions of this Delivery Order, specifically citing and stated to be an exception to this clause:
 - A. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Delivery Order; and
 - B. The Contractor is not obligated to continue performance under the Delivery Order (including actions under the

Termination clause of this Delivery Order) or otherwise incur costs in excess of the amount then allotted to the Delivery Order by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to the Delivery Order.

4. No notice, communication, or representation in any form other than that specified in subparagraph e(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to the Contract under this Delivery Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to the Delivery Order, whether incurred during the course of the Delivery Order as a result of termination.
5. When and to the extent that the amount allotted by the Government to the Delivery Order is increased, any costs the Contractor incurred before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
6. Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated costs.

Nothing in this clause shall affect the right of the Government to terminate the Delivery Order in its entirety. If this Delivery Order is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Delivery Order.

LIMITATION OF COSTS (APPLIES TO DELIVERY ORDER 0001)

Delivery Order 0001 is fully funded and **the clause entitled “Limitation of cost” (FAR 52.232.20)** applies. Pursuant to the Limitation of Cost Clause, the Contractor shall notify the Contracting Officer in writing **60 days** prior to incurring **75%** of the contract cost or whenever there is reason to believe that costs may be either greater or substantially less than the original contract cost estimate. The notification shall include a statement that the

funds remaining are, or are not, adequate to complete the balance of work remaining in the contract. If remaining funds are inadequate, include:

- a. A fully supported cost proposal disclosing the amount of funds remaining and the amount of additional funding required. The proposal shall show labor, travel, indirect, other direct costs, etc.
- b. A fully detailed explanation of the cause(s) of the overrun
- c. An identification of suggested reductions or revisions that can be made to the Statement of Work in order to stay within the original contract funding level.
- d. Subject to the Limitation of Cost Clause cited above, the contractor may be reimbursed for direct and indirect costs incurred in the performance of this contract as are allowable under the cost principles for Educational Institutions, OMB Circular A-21 and under appropriate provisions of FAR Part 31.3.

G.7.B. LIMITATION OF FUNDS (APPLIES TO DELIVERY ORDER 0001)

- a. The amount presently available for payment by the Government and allotted to any Delivery Order (*other than Delivery Order Number 1*) issued under this contract will appear on each individual Delivery Order Assignment Form under the heading, "Funding Allotment," as "Funds Currently Available." The period of performance covered by the "Funds Currently Available" will appear next to the heading "Funded Period of Performance." For Delivery Orders not fully funded at time of Delivery Order award, the parties contemplate that the Government will allot additional funds incrementally up to the ceiling specified on each individual Delivery Order. The Contractor agrees to perform, or have performed, work on each Delivery Order up to the point at which the total amount paid and payable by the Government under any Delivery Order approximates, but does not exceed, the total amount actually allotted by the Government to the Delivery Order.
- b. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under any Delivery Order in the next **sixty (60) days**, when added to all costs previously incurred, will exceed **seventy-five percent (75%)** of the total amount so far allotted to the Delivery Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified on the Delivery Order as "Funded Period of Performance."
- c. Sixty days (60) before the end of the period specified on any Delivery Order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Delivery Order and when the funds will be required.

- d. If, after notification, additional funds are not allotted by the end of the funded period specified on any Delivery Order or on another agreed upon date, upon the Contractor's written request, the Contracting Officer will terminate the Delivery Order on that date in accordance with the provisions of the Termination Clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligation beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate that Delivery Order on that later date.
- e. Except as required by other provisions of this contract, specifically cited and stated to be an exception to this clause:
 - 1. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to any Delivery Order; and
 - 2. The Contractor is not obligated to continue performance under any Delivery Order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount then allotted to any Delivery Order by the Government until the Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to any Delivery Order under this contract.
- f. No notice, communications, or representations in any form other than that specified in subparagraph e(2), above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to any Delivery Order under this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to any Delivery Order, whether incurred during the course of the Delivery Order as a result of termination.
- g. When, and to the extent that the amount allotted by the Government to any Delivery Order is increased, any costs the Contractor incurred before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- h. Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimating costs.
- i. Nothing in this clause shall affect the right of the Government to terminate any Delivery Order under this contract, or the contract in its entirety. If this contract, or any Delivery

Order under this contract, is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Delivery Order.

Subject to the Limitation of Funds (Delivery Order) Clause cited above, the Contractor may be reimbursed for direct and indirect costs incurred in the performance of this contract as are allowable under the cost principles for Educational Institutions, OMB Circular A-21 and under appropriate provisions of FAR Part 31.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The performance of the work required under the resultant contract shall be subject to the technical review of the NHTSA COTR.

- a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant contract. The COTR serves as the technical liaison with the contractor. The COTR is *not* authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions
- b. In the event any technical direction offered by the COTR is interpreted by the contractor to be outside of this contract, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) calendar days after the contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the "Changes" clause, and (2) the contractor's suggested revisions to the terms of the contract necessary to implement the technical direction.
- c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.

Designation of "Alternate" COTR. In the event that the NHTSA COTR of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA

COTR. The “Alternate” COTR shall have no other responsibility under this Contract than to certify invoices in the absence of the NHTSA COTR.

The official(s) designated below shall be responsible for reviewing and certifying invoices ONLY in the absence of the designated NHTSA COTR:

G.9 1252.237-73 KEY PERSONNEL (APR 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Delivery Order are:

G.10 CONTRACTOR'S PROJECT MANAGER

- a. The contractor shall appoint a Project Manager who will be the contractor's authorized supervisor for technical and administrative work performed under the resultant contract. The Project Manager shall provide the single point of contact between the contractors and the NHTSA COTR or other duly authorized representative under the Delivery Order.
- b. The Project Manager shall receive and execute, on behalf of the contractor, such technical assignment directives as the COTR, or his duly authorized representative, may issue within the terms and conditions of the Delivery Order.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEMS

The Government may require the delivery of the numbered line item(s) identified in the schedule as option items, at the prices stated, and for any quantity identified, in the Schedule. The Government will exercise this option through execution of unilateral contract modifications to the contract. The fixed price amount of the contract will be increased by the value of all modifications executed. Delivery of the test results added by exercise of the option(s) shall be in accordance with the delivery schedule set forth in Section F.

H.2 FAR 52-217-8 and FAR 52-217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The Government may extend the term of this contract at anytime during the performance period of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises an option period more than 60 days before the contract expires, then the government's unilateral modification which effects the extension shall also serve as written notice of the Government's intent to exercise the option.
- c. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- d. The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

H.3 INTERPRETATION OF TESTING

Any conflict in the interpretation of the testing prescribed herein must be presented to the COTR for discussion and resolution prior to conducting a test. Failure to agree on a resolution shall be resolved in accordance with the Dispute Clause of the contract.

H.4 CONFIDENTIAL OF TEST REPORTS

Neither the Contractor nor any employee thereof shall divulge to any third party any information concerning test procedures used, work performed, results obtained, or any other information in connection with this contract unless specifically approved by the COTR.

H.5 GOVERNMENT FURNISHED PROPERTY (GFP)

- a. Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to a Contractor for use in the performance of a contract.
- b. Government Furnished Property shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45, Transportation Acquisition Regulation (TAR) Part 1245, and the Government Property clause of this contract.
- c. Receipts of Government property, evidence of receipt of GFP shall be provided to the Government immediately upon receipt. The document(s) evidencing receipt shall be sent to the following address:

DOT, National Highway Traffic Safety Administration
Property Control, NPO-230
1200 New Jersey Avenue S.E.,
Washington, D. C. 20590
Attention: Industrial Property Management Specialist
- d. In accordance with TAR 1245.508, Physical Inventories, the Contractor shall perform an annual property physical inventory to include GFP and shall report this GFP to the Government in accordance with TAR1258.245-7, Government Property Reports.
- e. The following property will be furnished to the Contractor by the Government for use in the performance of this contract:

H.6 SECURITY OF GOVERNMENT FURNISHED TEST ITEMS GFTI

The Contractor shall provide appropriate security measures to protect NHTSA test items during the entire test program, including all GFTI removed before and after the test. Thefts or acts of vandalism must be reported to the COTR immediately after becoming aware them. The contractor may be held responsible for repair or replacement of any GFTI that is damaged or missing. For instructions of storage refer to C.7.

H.6.A PROPRIETARY RIGHTS IN REPORTS

All proprietary rights, including publication rights, in any report produced by the Contractor in connection with the work provided for hereunder shall vest in the Government. The Contractor shall not publish any of the results of the work provided for

hereunder without the express written permission of the Contracting Officer

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NOTE: Those clauses marked with an “X” are hereby incorporated by reference

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<u>X</u>	52.202-1	Definitions (JUL 2004)
<u>X</u>	52.203-3	Gratuities (APR 1984)
<u>X</u>	52.203-5	Covenant Against Contingent Fees (APR 1984)
<u>X</u>	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
<u>X</u>	52.203-7	Anti-Kickback Procedures (JUL 1995)
<u>X</u>	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
<u>X</u>	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
<u>X</u>	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
<u>X</u>	52.204-3	Tax Payer Identification (OCT 1998)
<u>X</u>	52.204-4	Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)
<u>X</u>	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEPT 2006)
<u>X</u>	52.211-13	Time Extensions (SEPT 2000)
<u>X</u>	52.213-1	Fast Payment Procedure (MAY 2006)
<u>X</u>	52.215-2	Audit and Records—Negotiation (JUN 1999)
<u>X</u>	52.215-5	Facsimile Proposals (OCT 1997)
<u>X</u>	52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
<u>X</u>	52.215-14	Integrity of Unit Prices (OCT 1997)
<u>X</u>	52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
<u>X</u>	52.217-8	Option to Extend Services (NOV 1999)
<u>X</u>	52.217-9	Option to Extend the Term of the Contract (Mar 2000)

<u>X</u>	52.219-1	Small Business Program Representations (MAY2004)
<u>X</u>	52.219-8	Utilization of Small Business Concerns (MAY 2004)
<u>X</u>	52.222-3	Convict Labor (JUN 2003)
<u>X</u>	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
<u>X</u>	52.222-26	Equal Opportunity (MAR 2007)
<u>X</u>	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEPT 2006)
<u>X</u>	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
<u>X</u>	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEPT 2006)
<u>X</u>	52.225-1	Buy American Act—Supplies (JUN 2003)
<u>X</u>	52.225-3	Buy American Act—North American Free Trade Agreement – Israeli Trade Act (NOV 2006)
<u>X</u>	52.225-5	Trade Agreements (NOV 2006)
<u>X</u>	52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
<u>X</u>	52.227-1	Authorization and Consent (JUL 1995)
<u>X</u>	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
<u>X</u>	52.227-14	Rights in Data - General (DEC 2007)
<u>X</u>	52.227-17	Rights in Data – Special Works (DEC 2007)
<u>X</u>	52.229-3	Federal, State, and Local Taxes (APR 2003)
<u>X</u>	52.232-20	Limitation of Cost (APR 1984)
<u>X</u>	52.232-22	Limitation of Funds (APR 1984)
<u>X</u>	52.232-25	Prompt Payment (OCT 2003)
<u>X</u>	52.232-34	Payment by Electron Funds Transfer-Other Than Central Contractor Registration (MAY 1999)
<u>X</u>	52.233-1	Disputes. (JUL 2002)
<u>X</u>	52.233-1	Protest after Award (AUG 1996) - Alternate I (JUN 1985)
<u>X</u>	52.242-13	Bankruptcy (JUL 1995)
<u>X</u>	52.243-1	Changes—Fixed Price (AUG 1987)
<u>X</u>	52.245-1	Government Property (Fixed Price Contracts) (MAY 2004)
<u>X</u>	52.245-70	Government Property Reports (OCT 1994)
<u>X</u>	52.246-1	Government Inspection Requirements (APR 1984)
<u>X</u>	52.246-23	Limitation of Liability (FEB 1997)
<u>X</u>	52.246-25	Limitation of Liability--Services (FEB 1997)
<u>X</u>	52.247-29	F.O.B Origin (FEB 2006)
<u>X</u>	52.247-34	F.O.B Destination (NOV 1991)
<u>X</u>	52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984)

I.2 DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED BY REFERENCE

The resultant contract incorporates the following Transportation Acquisition Regulation clauses (TAR) by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

<u>Clause Number</u>	<u>Title and Date</u>
<u>X</u> 1252.237-70	Qualifications of Contract Employees (OCT 1994)
<u>X</u> 1252.242-71	Contractor Testimony (OCT 1994)
<u>X</u> 1252.242-72	Dissemination of Contract Information (OCT 1994)

I.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES PROVIDED IN FULL TEXT

This Solicitation and resultant Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

I.3.1 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

Employee Class	Monetary + Fringe Benefits
	\$
	\$
	\$

I.3.2 52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of the Director, Office of Acquisition Management and shall not be binding until so approved.

DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED IN

FULL TEXT

This Solicitation and resultant Contract incorporate the following Department of Transportation (DOT) Clause provided in full text:

I.4.1 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

END OF CLAUSE

PART III - LIST OF ATTACHMENTS

SECTION J

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF LABORATORY TEST PROCEDURES (TP's)

	Pages
A. US DOT NHTSA Laboratory Test Procedure for New Car Assessment Program Side Impact Testing - Jan 2002	140
B. US DOT NHTSA Laboratory Test Procedure for New Car Assessment Program Frontal Impact Testing - July 2005	113
C. Vehicle Purchasing Procedure for NCAP	8

NOTE: Attachment is at the end of Solicitation/Contract

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

1. 52.204-7 - ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005).

- (a) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the On-Line Representations and Certifications Applications (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>	<u>CHANGE</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

2. 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

- (a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
- (i) Small business concerns,
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns, and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d) (1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-

disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small

business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through -
-

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

Alternate I (Oct 2001). When contracting by sealed bidding rather than by negotiation, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

Alternate II (Oct 2001). As prescribed in [19.708](#)(b) (1), substitute the following paragraph (c) for paragraph (c) of the basic clause:

c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged

business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

3. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

(NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby

certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately proceeding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c) (1) or (c) (2) of

Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors that are currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c) (5) to Part I of the basic provision:

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (i) A Disclosure Statement Filing Due Date of _____ have been established with the cognizant Federal agency.

[] (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be filed: _____

4. TYPE OF BUSINESS

Check the appropriate selection(s) from the following:

- | | |
|--|--------------------------------------|
| _____ Small Disadvantaged Business | _____ Other Non-Profit Organization |
| _____ Other Small Business | _____ State/Local Govt - Education |
| _____ Large Business | _____ State/Local Govt - Hospital |
| _____ JWOD | _____ Other State/Local Government |
| _____ Nonprofit Educational Org. | _____ Foreign Contractor |
| _____ Nonprofit Hospital | _____ Domestic Contractor Performing |
| _____ Women-Owned Business | _____ Outside US |
| _____ Historically Black College/Univ. | _____ Veteran-Owned Small Business |
| | _____ Concern |
| _____ Minority Institution | _____ Service Disabled Veteran-Owned |
| | _____ Small Business Concern |

5. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

<u>Name</u>	<u>Title</u>	<u>Telephone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. TECHNICAL DATA CERTIFICATION

The offeror certifies that it has not delivered or is not obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

☐ None

☐ Contract No. (Subcontract No., if applicable):

Agency Name and Place of Delivery:

7. REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS *(Applicable to contracts which furnish Electronic and Information Technology (EIT) products and services.)*

- (a). Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.
- (b). The offeror represents by fully completing the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.
- (c). The offeror further represents that all EIT products and services represented in the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

8. NOTIFICATION OF DEFECTIVE INVOICES

Each Contractor receiving an award will be requested to identify a person or office to be contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name _____
Title _____
Address _____
City & State _____ Zip Code _____
Telephone No. _____ Fax No. _____

9. OTHER COMMUNICATIONS

To facilitate other communications, please provide your organizational FAX number(s):

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO
OFFERORS INDEX**

L.1 52.252-1 **SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph

identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far>

The clause(s) below are hereby incorporated by reference.

<u>Clause #</u>	<u>Title and Date</u>
52.215-1	Instructions to Offerors - Competitive Acquisition (JAN 2004)

L.2 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

L.3 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

- a. Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(b) are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.
- b. If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery, Indefinite Quantity (IDIQ) type contract from this Solicitation.

L.5 FAR 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).

- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

L.6 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

- a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Transportation, National Highway Traffic Safety Administration, Office of Acquisition, 1200 New Jersey Avenue S.E. Washington, D.C. 20590.
- b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 TAR 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

It is the Department of Transportation's (DOT's) policy not to award contracts to offerors whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

- (a.) The offeror shall provide a statement in its technical proposal which describes in a

concise manner all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under the request. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20% interest in the offering firm, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

- (b.) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (1) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- (c.) In the absence of any relevant interest identified in (1) above, the offeror shall submit in its technical proposal a statement certifying that to its best knowledge and belief, no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- (d.) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT will be used to determine whether an award to the offeror may create a conflict of interest. If such conflict of interest is found to exist, the Contracting Officer may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- (e.) The refusal to provide the disclosure or representation, or any additional information as required may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award, the Contractor discovers a conflict of interest with respect to this contract which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if it is deemed that termination is in the best interest of the Government.

L.8 **GENERAL INFORMATION**

a. **Small Business Set-Aside**

- (1) This requirement [] is [] not a 100 percent small business set-aside.
- (2) For the purpose of this solicitation, the small business size standard is 6 million.
- (3) The North American Industry Classification System (NAICS) is 541380.

b. **Preproposal Conference**

- [X] A preproposal conference is not contemplated.
- [] A preproposal conference will be held as indicated below:

Time:

Date:

Place:

Please limit attendance to three (3) people per organization.

You are requested to submit your questions in writing to arrive at least ___ days prior to the date of such a conference.

Please mark the outside of the envelope "**PRE-PROPOSAL QUESTIONS RFP NO. _____**" to expedite handling.

c. **Government Staffing Estimate**

The Government's estimate of **scientific professional and/or technical staffing** for this project is approximately N/A hours. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans.

d. **Pre-Award Survey**

The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, managerial, financial, and similar abilities to perform the work described in this solicitation prior to the award of a contract.

e. **Literature Search**

If a literature search is to be conducted in performance of the contract resulting from this solicitation, the Contractor, after award but prior to initiating the search, will be required to consult with the Contracting Officer's Technical Representative (COTR) in order to

make maximum use of the services of NHTSA's Technical Information Services.

All documents, original or copies, acquired with contract funds by the Contractor in performing the resultant literature search shall become the property of NHTSA (Technical Information Services) at the completion of the contract without additional charge to NHTSA. This assumes that a search of NHTSA's Highway Safety Literature File will have been made by the Contractor to eliminate the acquisition of duplicate documents.

f. **Award Notice/Incurrence of Cost**

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

L.9 **SPECIAL NOTICES**

1. Questions concerning this Solicitation shall be in writing to Mr. Larry Gooding, Contract Specialist, by no later than **July 11, 2008 by 2:00 pm**. It is preferred that any and all such questions are sent electronically to Mr. Gooding at E-mail address: larry.gooding@dot.gov.
2. Offerors shall acknowledge receipt of amendments, if any, to the Solicitation. Accordingly, offerors should pay attention to Block 14, Acknowledgement of Amendments, of Standard Form 33, Offer and Award, for guidance in complying with this requirement.

L.10 **PROPOSAL SUBMISSIONS**

By no later than the due date for receipt of proposals (as stated in block 9 of this RFP's Standard Form 33), the offeror shall submit the following documents:

The Offer, Representations, Certifications and Other Statements of Offerors, and Exception to the Government's Terms and Conditions. The offeror must, without exception, complete Standard Form (SF) 33, blocks 12 through 18; must insert its proposed prices in the appropriate blank spaces in the RFP Section B.1; must complete the representations, certifications, and other statements of the offeror in RFP Section K; and must indicate any exceptions to the Government's terms and conditions, or state clearly that no exceptions are taken.

Specifically, the offeror shall provide the following:

- a. RFP Section A, Standard Form (SF) 33, "Solicitation, Offer and Award," blocks 12 through 18, to include in the *first* page of its proposal (1) the solicitation number; (2) the name, address, and telephone and facsimile numbers of the offeror (and electronic address, if available); (3) a statement specifying any exceptions to the Government's terms and conditions shall be submitted in writing (see below); (4) names, titles and telephone and facsimile numbers (and electronic address, if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this Solicitation; and (5) name, title, and signature of the person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of such authority, unless that evidence has been furnished previously to the issuing office. The offeror shall provide one (1) original of SF 33 with original signature and date in blue ink;
- b. The offeror's Business Management and Cost Proposal (to include this RFP's Section B, Supplies or Services and Price/Cost), with the offeror's insertions of its proposed prices in the appropriate blank spaces for each contract line item. ***The Business Management and Cost Proposal must be packaged separately from the other documents listed in this Section L.10.*** Offerors should read all terms and conditions of the Solicitation carefully and refer any questions of interpretation to the contract specialist in writing before the deadline for receipt of questions (i.e., July 11, 2007) The offeror shall provide one (1) original and three (3) copies of its Business Management and Cost Proposal; and
- c. RFP's Section K (Representations and Certifications). All applicable entries and responses must be provided. An authorized representative of the offeror's organization must sign and date Section K in blue ink. The offeror shall provide one (1) completed copy of Section K.
- d. The offeror's statement of any exceptions to the Government's terms and conditions, or the offeror's statement that no exceptions are taken.

In addition to items a through d above, the offeror shall submit the following documents:

- e. The Waiver of Price Evaluation Adjustments/Preferences. If, in Section K, (FAR provision 52.219-1) the offeror has represented itself as a Small Disadvantage Business Concern and/or a HUBZone Small Business Concern or a joint venture that complies with the requirements of 13 CFR Part 126 ***and*** the offeror elects to waive either, or both, evaluation adjustments provided by this RFP's Paragraph I.3.3 (FAR 52.219-4) and I.3.4 (FAR 52.219-23), the offeror must indicate so in its

Business Management Proposal. The offeror shall submit one (1) completed copy of the Waiver, if applicable.

- f. The technical proposal shall be packaged separately. The offeror shall submit one (1) original and three (3) copies of the technical proposal. ***Note: The offeror's technical proposal, and all documents associated with the technical proposal, shall not include any cost or pricing information.***
- g. Standard Form, SF-LLL "Disclosure of Lobbying Activities", signed in blue ink. The offeror shall submit one (1) original of the SF-LLL and SF-LLL-A (Continuation Sheet, if necessary)

L.11 **TECHNICAL PROPOSAL INSTRUCTIONS**

The contractor shall submit its proposal on CD ROM. Its cost proposal must be presented on a CD ROM separate from its Technical Proposal. A total of five (5) CD ROMs containing the Offer's Technical Proposal and a total of Five (5) CD ROMs containing the Offeror's price proposal must be provided. Proposals may be sent in Microsoft Word, Excel, or PDF Format. Due to security constraints, delivery of documents via USPS is often delayed. Therefore, CD ROMs should be sent via FEDEX or other commercial express shipment

L.12 **BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS**

a. **Contract Pricing Proposal**

Offerors shall complete and submit the Price Schedules B. located in this RFP. Offerors are instructed to prepare their pricing proposals in sufficient detail to permit thorough and complete evaluation by the Government. Additionally, each offeror shall propose its cost by task and identify the level of effort for each task and all the associated cost for each task (i.e., labor category (proposed labor rate x proposed hours), subcontractors/consultants (proposed labor rate x proposed hours), travel, materials, indirect rates, etc...). The offeror shall provide a proposed total for each task and provide a proposed overall total for the contract. Where proposed rates are not based upon catalog or list prices, the bases for the proposed rates shall be identified.

If other divisions, subsidiaries, parent or affiliated companies are proposed to perform work or furnish materials, provide the name and locations of such affiliates and your intercompany pricing policy.

SECTION M

EVALUATION AND AWARD FACTORS

M.1 BASIS FOR AWARD

An offer received in response to this solicitation will result in a contract award only if the offer, based upon evaluation by the Government, is determined to conform to the requirements of the solicitation and to represent a fair and reasonable price. Technical factors are considered more important than cost.

M.2 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 EVALUATION FACTORS

1. EXPERIENCE IN TESTING AND LABORATORY TESTING

- a. Understanding of vehicle crash test methodology such as Federal Motor Vehicle Safety Standards No. 208, 214, 213, and 301
- b. Understanding of consumer information program such as frontal NCAP and side NCAP

2. CONTRACTOR EXPERIENCE IN VEHICLE PURCHASING

- a. Experience in vehicle purchase for full-scale testing and/or design
- b. Experience in vehicle crash test photography and lighting
- c. Experience in government procurement and disposal procedure.
- d. Evidence of good organization and management practiced.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1. All or None:** Offerors must submit their proposals based upon the purchase of all CLINs listed in the Price Schedule. Offers which do not propose to supply all CLINS will not be considered for award.

2. Single Award: The government intends to award only one contract resulting from this Request for Proposal.

3. Contractor Capability: The contractor shall describe its plans for:

- A. Receiving three competitive bids for each vehicle listed in the price schedule;
- B. Ensuring the purchased vehicle includes those requirements and components specified in the price schedule;
- C. Ensuring vehicles are shipped via the most cost-effective manner and are delivered to the specified test facilities within the timeframes specified.

4. Past Performance: The offeror shall provide a history of its performance in fulfilling requirements such as the one defined in this Request for Proposal. The offeror shall provide a list of previous customers who can attest to the quality of supplies/ services provided by the offeror. This list shall include the customers' names, Point of contact to include phone number, date(s) on which the services or supplies were provided, and any other information which may assist the contractor in documenting the quality of customer service provided previously.

5. Price:

(a) For each contract line item (CLIN) listed in Part II, Price Schedule, of this RFP, and using the Price Evaluation Forms provided at the end of this RFP, the contractor shall provide the applicable Acquisition Services price, Storage costs, Vehicle sales price, and Shipment and delivery costs (as defined in Part II.) In developing vehicle sales prices, offerors **shall include** the "Required Safety Equipment," as listed in Section II.C. of this solicitation. Prices **shall not include** safety equipment listed in Section II.D.

All prices will be reviewed for price realism. Unrealistic pricing, either too high or too low, may disqualify the offer from consideration for award. Prices listed in the Price Evaluation Forms will be used as the basis for developing the Price Schedule (Section II.) The government will use the "Total Contract Price" as listed in the Price Evaluation as the basis for price comparison between offers.

(b). Contractor Capability and Past Performance, when combined, are as important as price when evaluating proposals.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Vehicle Prices:

Vehicle Prices appearing in the following price schedule are based upon prices quoted at time of contract proposal submission. Actual fixed prices for the listed CLINs will be identified in each

awarded Delivery Order. If a conflict exists between this contract and a delivery order awarded under this contract, the delivery order shall take precedence.

PRICE EVALUATION FORMS

(Note: Prices shall be based on Body, Type, Test Lab, Delivery date and required standard safety equipment presented in Part II of this RFP.)

(Unless Noted Otherwise, all vehicles are Model Year 2009 vehicles)

CLIN	Make	Model	Body	Total Vehicle Price
0001	Acura	MDX	4dr SUV	
0002	Acura	RDX	4dr SUV	
0003	Audi	Q7	4dr SUV	
0004	Buick	Lacrosse	4dr	
0005	Chevrolet	Avalanche C1500/K1500	4dr SUV	
0006	Chevrolet	Aveo	4dr	
0007	Chevrolet	Equinox	4dr SUV	
0008	Chevrolet	Silverado C1000/K1000	4dr PU	
0009	Chevrolet	Silverado C1000/K1000	PU	
0010	Chevrolet	Suburban C1500/K1500	4dr SUV	
0011	Chevrolet	Tahoe C1500/K1500	4dr SUV	
0012	Chrysler	Sebring	4dr	

0013	Dodge	Caliber	4dr	
0014	Dodge	Nitro	4dr SUV	
0015	Ford	Econoline E150	Van	
0016	Ford	Edge	4dr SUV	
0017	Ford	Explorer Sport Track	4dr SUV	
0018	Ford	Five Hundred	4dr	
0019	Ford	Freestyle	4dr SUV	
0020	Ford	Ranger Regular Cab	PU	
0021	Honda	CR-V	4dr SUV	
0022	Honda	Element	4dr SUV	
0023	Honda	Fit	4dr	
0024	Hyundai	Elantra	4dr	
0025	Hyundai	Santa Fe	4dr SUV	
0026	Infiniti	FX35	4dr SUV	
0027	Jeep	Compass	4dr SUV	
0028	Jeep	Grand Cherokee	4dr SUV	
0029	Jeep	Patriot	4dr SUV	
0030	Jeep	Wrangler Unlimited	4dr SUV	
0031	Kia	Optima	4dr	

0032	Kia	Rio	4dr	
0033	Kia	Rondo	Van	
0034	Kia	Sorento	4dr SUV	
0035	Kia	Spectra	4dr	
0036	Kia	Sportage	4dr SUV	
0037	Lexus	ES350	4dr	
0038	Mazda	6	4dr	
0039	Mazda	CX-7	4dr SUV	
0040	Nissan	Altima	4dr	
0041	Nissan	Sentra	4dr	
0042	Nissan	Versa	4dr	
0043	Pontiac	Solstice	Convertible	
0044	Saturn	Aura	4dr	
0045	Saturn	Outlook	4dr SUV	
0046	Subaru	Legacy	4dr	
0047	Subaru	Outback	4dr	
0048	Suzuki	Forenza	4dr	
0049	Suzuki	XL7	4dr SUV	
0050	Toyota	Camry	4dr	

0051	Toyota	FJ Cruiser	4dr SUV	
0052	Toyota	Highlander	4dr SUV	
0053	Toyota	Prius	4dr	
0054	Toyota	RAV4	4dr SUV	
0055	Toyota	Tundra	PU	
0056	Toyota	Tundra	PU Excab	
0057	Toyota	Yaris	4dr	
0058	Volkswagen	Touareg	4dr SUV	

Co = Carry-over results from previous model year testing

Yes = NCAP Test will be conducted

N/A = Vehicle exceeds weight limit for NCAP testing

4dr = four door

2dr = two door

SUV = Sport Utility Vehicle

PU = Pickup Truck

Excab = Extended Cab